

Wright County/Wright Co. Road Maintenance Employees Assn.

2005-2006

CEO - 9
SECTOR - 1

In the matter of
Arbitration between;

WRIGHT COUNTY

And

WRIGHT CO. ROAD MAINTENANCE EMPLOYEES ASSN.

*REPORT OF ARBITRATOR

*PERB - CEO #9, SECTOR

RECEIVED
2006 SEP 27 AM 8:28
PUBLIC EMPLOYMENT
RELATIONS BOARD

ARBITRATOR MARLA A. MADISON

REPORT DATE SEPTEMBER 25, 2006

HEARING AND APPEARANCES

On September 15, 2006, I conducted an arbitration hearing between Wright County and Wright County Employees Association, the parties hereafter referred to as the County and the Employees. The hearing was held in the courthouse, located in Clarion, IA from 9 to 10:40 A.M. This hearing follows the direction of the Iowa Public Employment Relations Act.

Representatives for the County:

Renee Von Bokern, Consultant
Stephen Reitz, County Engineer

Representatives for the Employees:

Joe Walsh, Attorney
Rick Eilander, AFSCME Representative
Mark Frymoyer, AFSCME Representative

This hearing was scheduled a month in advance, giving both parties ample time for preparation. During the hearing, the parties were given full opportunity to present evidence and to rebut the other party's evidence.

Both parties presented packaged exhibits, contained in folders. The county also presented exhibits A through D. After opening statements by the parties, the Employee's representative, Joe Walsh, made the first oral evidentiary presentation.

The following rationale of this Arbitrator will be based upon the oral presentations of the parties and the exhibits submitted, even those not specifically referred to in this document.

STATEMENT OF IMPASSE ITEMS

The parties presented two impasse items to the Arbitrator. The items and the positions of the parties are as follows;

I WAGES

County - 3% Employees Association - 4%

The Employees have further stated that the increase is to be across the board, the percentage increases figured off the Patrol Operators wage rate, as per past practice.

II INSURANCE

County - Proposes to keep insurance benefits the same as last contract year. An added note to the County's proposal reads, "The Employer is providing notice to the Union that it will follow the contract language requiring employees to pay 25% of the full cost of the dependent premium."

Employees Association - Proposes these employees receive the same Health Insurance Plan Design and Family Premium Calculations as the rest of the Wright County employees.

STATUTORY CRITERIA

Arbitrators in the state of Iowa traditionally refer to the criteria set forth for arbitrators in Section 22.9 of the Act. That Statutory Section provides as follows:

The Arbitrator or panel shall consider, in addition to other relevant factors, the following factors,

- 1) Past collective bargaining contracts between the parties, including the bargaining that lead up to such contracts.

- 2) Comparison of wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
- 3) The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services.
- 4) The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.
- 5) Any other relevant factors.

Statutory Arbitrators under Iowa Code 20.21 have generally used these same factors in formulating recommendations. Subject to these provisions, this Arbitrator recommends as follows;

DISCUSSION;

In analyzing the evidence presented in view of the Iowa statutory criteria, the following is discussed:

A. Bargaining History

The County refers to bargaining history in their position on health insurance. County exhibit D shows that over the last few years, the wage increases have not always been the same between these employees and the non-organized employees of Wright County. In last years contract bargaining, the Employees did not want the same insurance benefit as the others, since that year it would not have been beneficial for their group. The Employees did not discuss bargaining history in support of their position.

B. Comparability

The parties did not stipulate to any agreed on comparability group, nor was any comparability group offered which had previously been used by the parties in earlier negotiations.

The comparability group of the County, uses Hardin, Kossuth, Hamilton, Butler, Grundy, Hancock, Franklin, and Humboldt, all contiguous counties with the exception of Butler and Grundy counties, while not contiguous, are very close in population to Wright County. Omitted contiguous counties were Webster and Cerro Gordo which the county believes are too large in population to be comparable.

The comparability group used by the Employees, also uses contiguous counties, but has included Cerro Gordo and Webster, which are considerably larger than Wright County. Their comparables also include the non-contiguous counties, Winnebago, Worth, Calhoun, and Pocahontas. Both Pocahontas and Worth are quite a bit smaller than Worth County.

This Arbitrator believes the County's comparability group to be the one having the best selection of counties, contiguous and near, having the closest comparability in population, and will be using these counties in formulating a decision on these impasse items.

C & D Ability to Pay

Neither the County or the Employees discussed ability to pay in their exhibits or oral presentations.

E. Other relevant factors

The Employees argue that comparison with the rest of the employees, while not mentioned in the act, is also not specifically addressed by the act as irrelevant and is covered under the "other relevant factors" language. While this is an accurate statement, the Employees, however, did not show that anywhere in their bargaining history, were they ever consistently on an equal pay and/or benefit schedule with the non-organized employees. It is difficult to use non-organized employees as comparables under these circumstances. This Arbitrator will therefore be looking at the guidelines spelled out in the statute, employees doing similar work in geographically similar settings and similar population.

In addition to the above statutory considerations, the parties have discussed a history of difficult negotiations. The County states that it is frustrated in trying to bargain a contract with this group, who it perceives as never being satisfied. And the Employees Association feels like the County is always out to cheat them. The parties have frequently needed the help of a Mediator, Fact-Finder, and/or Arbitrator. This Arbitrator feels that this is very unfortunate, as having a third party make a decision for them, is never the optimum solution to impasse. And will make the following award with the hope that in the future they will be better able to resolve their differences.

OPINION and AWARD

I WAGES

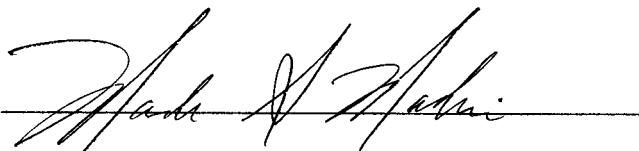
Using the County's comparability group, the average wage increase for these counties for this year is 3.3%. These Employees, using this comparability group, will be second highest paid after receiving the County's proposed 3% wage increase. I believe that this placement near the top of the wage chart, makes the county's proposal the most compelling.

AWARD - I hereby award Wright County's wage proposal of 3%

II INSURANCE

While this Arbitrator does agree with the Employees Representative that the Act does not prohibit comparison with other County employees, bargaining history here has not supported that (equality between the groups) to be the case. Neither side has shown comparability data with other counties on insurance, and the current contribution by the employees is not out of line with current trends. The Employees have protested the County's insistence on enforcing its 25% of the insurance premium for dependent coverage. However, Article 12 of their labor agreement clearly states, "If an employee desires to cover his/her eligible dependents, he/she may do so by paying 25% of the dependent premium (family minus single premium)".

AWARD - I hereby award Wright County's insurance proposal of current contract language.



MARLA A. MADISON

Arbitrator

September 25, 2006

Chetek, WI 54728

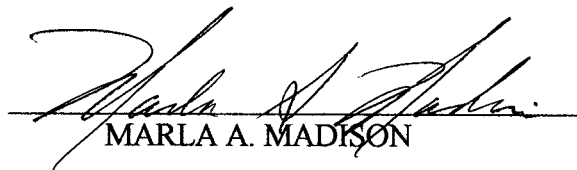
CERTIFICATE OF SERVICE

I hereby certify that on September 25, 2006, I sent a copy of the above report and award to the following parties by mailing a copy to them at their respective addresses show below.

Public Employment Relations Board
510 E 12th Street, Ste. 1B
Des Moines, IA 50319

Renee Von Bokern
2771 104th Street, Ste. H
Des Moines, Iowa 50322

Joe Walsh
840 Fifth Avenue
Des Moines, IA 50309



MARLA A. MADISON